

AWARD/CONTRACT				1. This Contract Is A Rated Order Under DPAS (15 CFR 700)				Rating DOA4		Page 1 Of 24			
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-T080				3. Effective Date 2004OCT25				4. Requisition/Purchase Request/Project No. SEE SCHEDULE					
5. Issued By TACOM WARREN AMSTA-AQ-ADBA JEFF HEINFLING (586)574-7421 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: HEINFLIJ@TACOM.ARMY.MIL				Code W56HZV		6. Administered By (If Other Than Item 5) DCMA STRATFORD 550 MAIN STREET STRATFORD CT 06615-7574 SCD C PAS NONE ADP PT HQ0337				Code S0702A			
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) LIBBY POWER SYSTEMS, LLC 35 SARGENT DRIVE P.O. BOX 156 BETHANY, CT. 06524 TYPE BUSINESS: Other Small Business Performing in U.S.						8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE							
9. Discount For Prompt Payment						10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: Item 12							
Code 36024				Facility Code				12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266					
11. Ship To/Mark For SEE SCHEDULE				Code		14. Accounting And Appropriation Data ACRN: AA 21 42220000046D8030P12320725AB S20113 W56HZV				Code HQ0337			
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()													
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Time-and-Materiels		15C. Quantity		15D. Unit		15E. Unit Price		15F. Amount			
15G. Total Amount Of Contract \$498,960.00													
16. Table Of Contents													
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)						
Part I - The Schedule				Part II - Contract Clauses									
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17						
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments									
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	24						
				Part IV - Representations And Instructions									
X	E	Inspection and Acceptance	12	K				Representations, Certifications, and Other Statements of Offerors					
X	F	Deliveries or Performance	13	L				Instrs., Conds., and Notices to Offerors					
X	G	Contract Administration Data	14	M				Evaluation Factors for Award					
X	H	Special Contract Requirements	15										
Contracting Officer Will Complete Item 17 Or 18 As Applicable													
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.							
19A. Name And Title Of Signer (Type Or Print)						20A. Name Of Contracting Officer J. CHECK-SANCHEZ CHECKSAJ@TACOM.ARMY.MIL (810)574-8283							
19B. Name of Contractor				19c. Date Signed		20B. United States Of America				20C. Date Signed 2004OCT25			
By _____ (Signature of person authorized to sign)						By _____/SIGNED/ (Signature of Contracting Officer)							
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE						25-106 GPO : 1985 0 - 478-632 Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)							

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SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-04-R-T080 is awarded to Libby Power Systems, LLC.. The Government accepts your proposal dated 9 Aug 04 in response to Solicitation Number: DAAE07-04-R-1124, signed by John M. Chayka, President of your company.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: N/A

Section E, 52.246-4028, INSPECTION POINT: Origin

Libby Power Systems, LLC
5225 West 40 Highway, Building 3
Blue Springs, MO 64015

POC: Bob Garrett

Phone: (816) 220-3699

Shipping Characteristics: N/A

Others: N/A

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the Administrative Contracting Officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

Jeff H. Heinfling, e-mail at heinflij@tacom.army.mil or phone at (586) 574-7421

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2004
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Clause]

A-3	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

1. CONTRACT W56HZV-04-C-T080 IS FOR THE REPAIR OF 42 PUMPS BACK UP TO MISSION CAPABLE STANDARDS AS DESCRIBED IN SECTION C001 (SCOPE OF WORK). THE 42 UNITS WILL BE ONE LOT. CLIN 0001AB WILL BE THE CLIN FOR THE FIRM FIXED PORTION FOR CORE WORK FOR THIS CONTRACT WHILE CLIN 0001AC WILL BE THE CLIN FOR THE TIME AND MATERIALS OR ADDITIONAL WORK EFFORT (AWE) FOR THIS CONTRACT. THERE WILL BE NO CLIN 0001AA. AT ALL TIMES THE COMBINED ACTUAL AMOUNTS FOR REPAIRED PUMPS (ACTUALS) AND THE CONTRACTUAL AMOUNTS (CONTRACTUAL) SHALL REMAIN UNDER \$499,000.00. IF AT ANY TIME THE COMBINED ACTUALS AND CONTRACTUAL AMOUNTS APPEAR TO BE AT OR ABOVE \$499,000.00, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CONTRACT SPECIALIST SO THAT APPROPRIATE ACTION MAY BE TAKEN TO AVOID THIS SITUATION. THE CONTRACT SPECIALIST IS JEFF H. HEINFLING AND CAN BE REACHED AT E-MAIL AT heinflij@tacom.army.mil OR BY TELEPHONE AT (586) 574-7421.

2. THE CONTRACTOR SHALL USE LO FOR LOT AS THE DESIGNATED MEASUREMENT UNIT AND IN THE REMARKS BLOCK AT THE BOTTOM DESCRIBE HOW MANY UNITS ARE CURRENTLY AND TOTALLY AFFECTED BY THE INSPECTION AND ACCEPTANCE SO THAT A RUNNING COUNT MAY BVE KEPT THROUGH THE DD 250 FORMS. ONCE THE VERY LAST PUMP HAS BEEN INSPECTED AND ACCEPTED, THE CONTRACTOR SHALL PUT A SMALL CASE Z AT THE END OF THE SHIPPING NUMBER IN BLOCK 2 OF THE DD 250 FORM, TO INDICATE THAT PERFORMANCE IS COMPLETE. AFTER INSPECTION AND ACCEPTANCE BY THE COGNIZANT QAR, THE CONTRACTOR SHALL OBTAIN THE QAR'S SIGNATURE FOR BOTH INSPECTION AND ACCEPTANCE IN BLOCK 21 A OF THE APPROPRIATE DD 250 FORMS. ONCE THE CONTRACT HAS THE QAR'S SIGNATURE AS DESCRIBED, THE CONTRACTOR SHALL SEND A COPY OF THE SIGNED DD 250 FORM (S) TO THE CONTRACT SPECIALIST. THE PREFERRED METHOD IS TO SCAN AND E-MAIL THE DD 250 FORM 9S) TO JEFF H. HEINFLING AT HIS E-MAIL ADDRESS NOTED IN PARAGRAPH 1. ANOTHER WAY OF TRANSMITTING THE SIGNED DD 250 FORM 9S) IS TO FAX A COPY TO JEFF H. HEINFLING, WITH COVER SHEET, TO FAX NUMBER (586) 574-7235.

3. THE DELIVERY DATE FOR THE LOT OF PUMPS IS MAY 31, 2005 OR SOONER. THE CONTRACTOR IS HEREBY AUTHORIZED TO ACCELERATE PERFORMANCE AT NO ADDITIONAL COST TO THE GOVERNMENT. HOWEVER, THE DUE DATE OF MAY 31, 2005 FOR ALL 42 PUMPS IS CONTINGENT ON THE GOVERNMENT FURNISHED MATERIAL (GFM) FOR MWO 10-4320-324-30-1 ARRIVING AT THE LIBBY POWER SYSTEMS FACILITY LOCATED IN BLUE SPRINGS, MO BY NOVEMBER 30, 2004. IF THE GFM ARRIVES AFTER NOVEMBER 30, 2004, A NEW DELIVERY DATE FOR THE PUMPS WILL HAVE TO BE MUTUALLY AGREED UPON BY THE PARTIES AND THE CONTRACT MODIFIED THERETO.

*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AB	<p><u>CORE WORK</u></p> <p>NOUN: 350 GPM UNREGULATED FUEL PUMP PRON: EH5RS902EH PRON AMD: 01 ACRN: AA AMS CD: 123207NB000</p> <p>CORE WORK IS FIRM FIXED PRICE AT A UNIT AMOUNT OF \$9,250.00 PER PUMP FOR A TOTAL AMOUNT OF \$388,500.00. SECTION C.3 DESCRIBES THE CORE WORK PROCESS.</p> <p>THERE IS ONE LOT OF PUMPS. THE CURRENT QUANTITY IN THIS LOT IS 42.</p> <p>INSPECTION AND ACCEPTANCE WILL BE AT ORIGIN AND FOB WILL BE DESTINATION.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 31-MAY-2005</p> <p>\$ 388,500.00</p> <p>CONTRACTOR CANNOT INVOICE AGAINST CLIN 0001AC WITHOUT AN EXECUTED MODIFICATION AUTHORIZING INVOICE.</p> <p>ADDITIONAL WORK EFFORT IS NOT TO EXCEED \$2,630.00 PER PUMP.</p> <p>(End of narrative A001)</p>	1	LO		\$ 388,500.00
0001AC	<p><u>ADDITIONAL WORK EFFORT</u></p> <p>NOUN: 350 GPM UNREGULATED FUEL PUMP PRON: EH5RS902EH PRON AMD: 01 ACRN: AA AMS CD: 123207NB000</p> <p>ADDITIONAL WORK EFFORT (AWE) IS TIME AND</p>	1	LO		\$ 110,460.00

Name of Offeror or Contractor: LIBBY POWER SYSTEMS, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>MATERIALS (COST) AT A UNIT AMOUNT OF \$2,630.00 PER PUMP FOR A TOTAL AMOUNT OF \$110,460.00. SECTION C.4 DESCRIBES THE ADDITIONAL WORK EFFORT PROCESS.</p> <p>THERE IS ONE LOT OF PUMPS. THE CURRENT QUANTITY IN THIS LOT IS 42.</p> <p>INSPECTION AND ACCEPTANCE WILL BE AT ORIGIN AND FOB WILL BE DESTINATION.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u><u>QUANTITY</u><u>DATE</u> 001131-MAY-2005</p> <p>\$110,460.00</p>				

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Name of Offeror or Contractor: LIBBY POWER SYSTEMS, LLC

1. THE FIRM FIXED PRICE TYPE PORTION OF THIS CONTRACT OR CORE, WILL BE AT A UNIT PRICE OF \$9,250.00 PER PUMP FOR THE LIFE OF THIS CONTRACT.

2. THE TIME AND MATERIALS TYPE PORTION OF THIS CONTRACT OR AWE (ADDITIONAL WORK EFFORT), WILL BE AT A NOT-TO-EXCEED AMOUNT OF \$2,630.00 PER PUMP FOR THE LIFE OF THIS CONTRACT UNLESS THERE IS PRIOR APPROVAL BY THE CONTRACTING OFFICER ON A CASE-BY-CASE BASIS PER PUMP.

3. AS CONTRACTOR OBTAINS INSPECTION AND ACCEPTANCE APPROVAL FROM THE QAR FOR CORE AND/OR AWE WORK FOR ANY QUANTITY OF PUMPS WITHIN THE LOT OF PUMPS, THAT PARTIAL WORK BASED ON QAR APPROVAL IS ACCEPTABLE FOR PAYMENT BY THE GOVERNMENT TO THE CONTRACTOR.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I	FEB/1998

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

Scope of Work

RESET of the US Army 350 Libby GPM Petroleum and Water Pumps, Regulated and Un-Regulated

C.1 The following Scope of Work (SOW) pertains to the Army Material Command's (AMC's) RESET (inspection, maintenance and additional work as necessary) Program for the Army's 350 Libby GPM Pumps. Included are two portions of work effort, as reflected in CLIN 0001 (SUB-CLIN 0001AB will be CORE (Firm Fixed Price) and SUB-CLIN 0001AC will be AWE (Time and Materials)) of Section C001, that consist of fixed-priced work, and labor and material additional effort, respectively. There will be no CLIN 0001AA. The requirements for these discreet portions of work are set forth in paragraphs C.3 and C.4, below.

C.1.1 The equipment manufactured by Libby Power Systems LLC to be processed through the RESET Program is as follows for the:

350 GPM Water Pump - NSN 4320-01-335-9671
350 GPM Petroleum Pump, Regulated - NSN 4320-01-337-7538
and Un-Regulated - NSN 4320-01-167-6443

C.1.2 Requirements and procedures of following documents are applicable to both the CORE and AWE portions of this Scope of Work.

C.1.2.1 The Army technical manuals below are located on CD ROM:

Unique TMs: Government
TM 10-4320-324-14
TM 10-4320-324-24P
MWO 10-4320-324-30-1

TM 10-4320-324-14, TM 10-4320-324-24P and MWO 10-4320-324-30-1 are the controlling source for complete configuration for the 350 GPM Pumps. The Contractor shall notify the Contracting Officer if any configuration changes are required that differ from the existing maintenance procedures and parts, using a DA Form 2028 (located in the back of the technical manual).

C.1.2.2 The Contractor's preliminary checks, full inspection, servicing, and minor repairs are described in corresponding pump TMs.

C.1.2.3 The Contractor's Mandatory Repair Parts List shall be provided to the Contracting Officer as Attachment 003. It shall specify all components, parts and lubricants that will be replaced as part of CORE work. The Contractor shall provide updates if any changes are made to this attachment, not later than 30 days after receipt of the pumps.

C.1.2.4 It is understood by the Contractor that all repaired 350 GPM Pumps upon delivery shall be in fully mission capable condition when delivered back to the government in accordance with TMS listed in paragraph C.1.2.1.

C.1.3 It is understood by the Contractor that a complete Bill of Materials will be provided to the Primary Contracting Officer (PCO) via e-mail, no later than thirty (30) days after the completion of the contract, in accordance with CDRL A001.

C.2 RESET PROCESS

C.2.1 The Government will identify 350 Pumps to be inducted into the RESET program by a contract for such. The Pumps will be provided to the Contractor on an "as is" basis.

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C.2.2 In no event shall the Contractor pick up pumps at designated Government CONUS sites later than 30 days after receipt of contract, unless the parties agree otherwise. The Contractor shall make all arrangements related to loading and transporting pumps, including any pump disassembly that may be required.

C.2.3 The Contractor will perform its work at Libby Power Systems LLC in Blue Springs, MO. All inspections of RESET pumps shall be as set forth in Attachment 001.

C.2.4 The delivery schedule for completion of work shall be specified in the contract. The contractor shall have 90 days from the date of taking delivery of pumps to complete initial inspection. Initial requirements for AWE will be submitted 30 days after inspection.

C.2.5 The Contractor shall, after completing 10% of pumps, provide the PCO with a cost estimate per unit for RESET. This cost shall include both CORE and AWE estimates.

FIRM FIXED-PRICE EFFORT

C.3 Core Work (CLIN 0001AB)

C.3.1 The contractor shall perform the CORE work consisting of the following tasks: preliminary checks, full inspection, services and minor repairs as set forth in Attachment 001. If after full inspection of the pump, the contractor finds additional repairs are needed then contractor shall prepare and submit an Additional Work Effort (AWE) estimate.

C.3.2 Upon receipt of the pump by the Contractor, each pump shall be identified by serial number and model number, as identified in Attachment 001.

C.3.3 Preliminary Check and Full Inspection. The Contractor shall examine each pump using its best available diagnostic, inspection, and testing techniques to conduct the Preliminary Check and Full Inspection set forth in Attachment 001. Each pump shall be thoroughly inspected for work that will be required to return that pump to fully mission capable condition as described in C.1.3, in accordance with all the documents set forth at Attachments 001 thru 003.

C.3.4 Mandatory Parts Replacement All components, parts and lubricants shall be replaced in accordance with the parts list at Attachment 003.

C.3.5 CARC Paint: CARC painting is for spot painting only and not for whole pump repainting. The following applies only for those pumps that require spot painting: Tthe Contractor shall apply CARC paint specification MIL-DTL-64159. The paint color for TAN shall be Tan 686A, Color Chip 33446 and the color for Green shall be Green 383, Color Chip 34094. Both are per FED-STD-595. Colors to be used shall be the same as pump received. The Contractor shall apply CARC paint in accordance with MIL-DTL-53072C (i.e. clean, pre-treat, prime and topcoat, as applicable). Areas NOT to be CARC painted include: surfaces that reach a temperature of 400 degrees Fahrenheit, materials that flex during service such as rubber hoses, and those where paint would interfere with the function of a part or component; such surfaces shall be masked or protected during treatment and painting. A pretreatment is required only for bare metal surfaces. The performance (I-R signature control) of the CARC system requires CARC primer to be used in conjunction with the CARC topcoat.

C.3.6 Stamping Each RESET pump's Government Data Plate shall be stamped "DD" (desert damage), along with the date RESET was completed for that pump.

C.3.7 Final Inspection Upon redelivery of pumps serviced under the contract, the Contractor shall certify that the refurbished pumps conform to all applicable standards and requirements in accordance with the documents set forth at attachments 001 thru 003. This certification shall be submitted to the Defense Contract Management Area Office and to TACOM. The regional DCMA-QAR office will execute the DD250.

C.3.8 Nonrepairable Pumps The Contractor shall not proceed with performance on a given pump if either the preliminary check or the full inspection reveals that the pump to such a degree that it is uneconomically repairable. In this event, the Contractor shall notify the contracting officer immediately, and the contracting officer will make a determination whether to proceed with refurbishment of that pump or not. The contracting officer may modify the contract, striking that pump serial number from the list, and de-obligation the funds associated with costs incurred for that pump. However, the contractor shall submit a prepared DD 250 for work performed to this point in the repair process for the specific pump to the contracting officer for determination of payment. Disposal instructions will be provided for any pump removed from the RESET program.

C.3.9 Scope of Work (SOW) Check List The Contractor shall prepare SOW check lists (Attachment 1) and additional work effort (AWE) reports for each pump it inspects in accordance with CDRL A002.

C.3.10 Status Reports The Contractor shall furnish monthly status reports to the Contracting Officer showing the work in progress and a summary of work completed, as required by the Government. The report shall include the contract number; pump serial numbers; AWE approved amounts and date of approval. The reports will be provided in accordance with CDRL A003.

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C.3.11 Retention and Disposal of Parts. For a period of 30 days after redelivery to the Government of the pumps under the contract, the Contractor shall keep on hand all parts removed from serviced pumps except for those parts associated with the MWO effort. During that time, the Contractor shall permit the Government, upon its request, to examine or take possession of any such parts. After that period, the Contractor shall dispose of any remaining parts in accordance with all applicable federal, state, and local laws and regulations.

C.3.12 Warranty. The Contractor will offer their standard commercial work guarantee - 12 months on parts and labor for work performed as a RESET.

C.3.13 Project Management. The Contractor shall establish and maintain management of this program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, and control the program, such that the objectives and requirements of this statement of work are accomplished.

C.3.14 Integrated Process Team. A joint Contractor/Government IPT shall be established to serve as the primary management team for monitoring the status of the pumps under this contract. All functional areas shall be included on the IPT, with sub-IPTs as may be appropriate. The overall management IPT shall serve to coordinate and monitor schedule and performance, and to direct sub-IPTs. The management IPT shall ensure compliance with all regulatory and contractual requirements, but no changes to the contract are authorized without the written approval of the contracting officer. The IPT will meet within 45 days after contract award and thence afterward as mutually agreed by the parties.

C.3.15 Start-of-Work Meeting. The Contractor shall host a start-of-work meeting within 45 days after the contract is issued hereunder, at a facility TBD. The Contractor shall invite, at a minimum, the contracting officer, contract specialist, equipment specialist, pump engineer, and all other key participants as determined by the Government.

LABOR AND MATERIAL

C.4 Additional Work Effort (AWE) (CLIN 0001AC)

C.4.1 In recognition of the fact that all repairs necessary to repair and rework pumps as required under this contract cannot be determined prior to delivery of pumps to the Contractor, CLIN 0001AB has been established for work exceeding the CORE work specified in C.3, but what is required to bring pumps up to standards and requirements with documents set forth in Attachments 001 thru 003 of this contract. The estimated cost for AWE, which is \$2,630.00, has been set forth in CLIN 0001AC. If the estimate should exceed the AWE threshold amount of \$2,300.00 (i. e. if AWE for a particular pump is \$2,300.01 or greater), the Contracting Officer's approval is required for both the AWE and CORE work as the contracting officer must determine if the particular pump is a viable repair candidate. Work beyond this amount may not be performed by the Contractor except as specifically authorized by the Contracting Officer pursuant to the terms of the Special Provision H.13. Unauthorized work shall be at the Contractor's expense. In any event, the contractor shall provide a detailed summary of the results of the full inspection of each pump. Transportation of RESET pumps to and from designated CONUS sites is the Contractor's responsibility.

C.4.2 AWE shall be performed at the same time as the core effort, or at such a time as the Contractor finds that this work is most efficiently integrated into the regular work effort. In no event, however, shall performance of AWE exceed delivery limitations expressed elsewhere herein. All work to be performed shall be described in the AWE report required by provision C.3.9 and CDRL A002.

TRANSPORTATION

C.5 Transportation of Pumps and Government Furnished Property (GFP).

C.5.1 The contractor shall pick up all 42 pumps from the cognizant Unit, located in Ft. Drum, New York. The Unit Designation, address and POC information IS FOR THE 233 GERMANTOWN ARMY RESERVE IN PHILADELPHIA, PA EVEN THOUGH THE PUMPS ARE CURRENTLY LOCATED IN FT. DRUM, NEW YORK. PLEASE VARIFY WITH MSG KIRSCHMAN THE SPECIFIC LOCATION WHERE TO PICK UP THE PUMPS. The POC info as follows:

POC: MSG DARREN KIRSCHMAN

PHONE NUMBER: (215) 848-9100, ETC. 221. ALTERNATE EXTENSIONS TO REACH MSG KIRSCHMAN INDIRECTLY ARE AS FOLLOWS:

ADMINISTRATION: EXT. 233

QUARTERMASTER: EXT. 222

SUPPLY: EXT: 227

ADDRESS FOR MSG KIRSCHMAN IS AS FOLLOWS:

GERMANTOWN ARMY RESERVE
MSG DARREN KIRSCHMAN
233RD RESERVE
5200 WISSAHICKAN AVENUE
PHILADELPHIA, PA 19144

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Once the contractor has the specific location of the pumps, the contractor can then as soon as possible pick up the pumps to transport to Blue Springs, MO. If the contractor is entirely responsible for loading the pumps for transport from Ft. Drum, NY, the contractor will have to provide a defined amount for loading charges, supported by invoice to the Contract Specialist for verification purposes. However, if the POC at Ft. Drum can make reasonable assistance available to assist the contractor in getting the pumps loaded for transport, there would be no charge by the contractor for loading the pumps. The contractor will have a contractor POC, as yet TBD, at Ft. Drum when loading the pumps takes place to supervise loading and transporting of the pumps. The pumps will be transported to Libby Power Systems at the following address:

Libby Power Systems, LLC
5225 West 40 Highway, Building 3
Blue Springs, MO 64015

POC: Bob Garrett

Phone: (816) 220-3699

CAGE Code: 307C8

C.5.2 Location (s) for the RESET pumps once they have been inspected and accepted are in To Be Determined (TBD) status. Once this data is known, it will be incorporated by modification into subject contract.

C.5.3 Once the Quality Assurance Representative (QAR) has inspected and accepted any number of the 42 pumps, the contractor shall get the QAR to sign off in Block 21A of the DD 250 Form associated with the pumps to have been inspected and accepted.

C.5.3.1 The contractor shall ensure a copy of the signed DD 250 Form accompanies the pumps once they are to be shipped to a location as TBD.

C.5.3.2 The contractor shall send a copy of the signed DD 250 Form to the Contract Specialist, Mr. Jeff H. Heinfling, either by scanning and sending the by e-mail to heinflij@taacom.army.mil or by fax with cover sheet to fax number at (9586) 574-7235.

C.5.3.3 When the contractor prepares the DD 250 Form, in Block 2 the contractor shall use the first three letters of the contractor's name, LIB and a sequentially increasing number by 1, in the form of 0001, 0002, 0003, etc.) When the last pump has been repaired (be it number 42 or some other number depending on how expenses occur for each and every pump) and the last DD 250 Form is prepared for inspection and acceptance, the contractor shall add a "z" only to the shipping number for this particular DD 250 Form, to indicate this will be the last DD 250 Form. In all cases, the contractor shall use LO for LOT as the unit of measure for each and every one of the DD 250 Forms.

C.5.3.4 If the contractor has any questions regarding Transportation of Materials, they should contact Mr. Heinfling at (586) 574-7421.

C.5.4 There will be 42 kits being shipped by Government expense (at no cost to the contractor) from Sierra Army Depot to Blue Springs, MO to assist the contractor in performing MWO 10-4320-324-30-1. The date for such transport is in a TBD status. When its known, the contractor will be notified by the Contract Specialist and such date shall be incorporated into subject contract by modification.

H-9 ESTIMATED COST AND APPROVAL - CONTRACTOR REQUIRED APPROVAL AUTHORITY

As set forth in CLIN 0001AC of Section B, the Contractor is authorized to perform additional work effort at an estimated cost of \$2,630.00 for each pump specified at C.1.1 herein. Accordingly, for any work beyond that amount, the Contractor must submit a request for approval of the same to the PCO. The Contracting Officer shall determine if the AWE is reasonable and acceptable and shall either approve or disapprove the request within 15 working days of receiving the request from the Contractor. Contractor performance of any AWE over the amount specified in CLIN 0001AC without specific approval of the contracting officer shall be at the Contractor's expense.

ITEMS/REQUIREMENT. The 350 GPM Libby Pumps that are RESET candidates under this contract (a quantity of 42), are set forth in Section C002, entitled, "350 RESET SOW PUMP LIST":

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*** END OF NARRATIVE C 001 ***

350 RESET SOW PUMP LIST

BUMPER NUMBER	MODEL NUMBER	NSN	SERIAL NUMBER	UIC	ACCEPT DATE
1	QMP112	LC350GPM	4320-01-259-5965	RZ00251	WZN5AA 4028
2	PF043	LC350AGPM	4320-10-337-7538	RZ00425	WZN5AA 4028
3	PF050	LC350AGPM	4320-01-337-7538	RZ00397	WZN5AA 4028
4	PF9	LC350AGPM	4320-01-337-7538	RZ00283	WZN5AA 4028
5	PF008	LC350AGPM	4320-01-337-7538	RZ00316	WZN5AA 4028
6	PF032	LC350AGPM	4320-01-337-7538	RZ00418	WZN5AA 4028
7	PF037	LC350AGPM	4320-01-337-7538	RZ00414	WZN5AA 4028
8	PF006	LC350AGPM	4320-01-337-7538	RZ00326	WZN5AA 4028
9	PF018	LC350AGPM	4320-01-337-7538	RZ00245	WZN5AA 4028
10	PF028	LC350AGPM	4320-01-337-7538	RZ00391	WZN5AA 4028
11	PF038	LC350AGPM	4320-01-337-7538	RZ00420	WZN5AA 4028
12	PF044	LC350AGPM	4320-01-337-7538	RZ00271	WZN5AA 4028
13	PF023	LC350AGPM	4320-01-337-7538	RZ00400	WZN5AA 4028
14	PF026	LC350AGPM	4320-01-337-7538	RZ00423	WZN5AA 4028
15	PF057	LC350AGPM	4320-01-337-7538	RZ00204	WZN5AA 4028
16	PF020	LC350AGPM	4320-01-337-7538	RZ00211	WZN5AA 4028
17	PF045	LC350AGPM	4320-01-337-7538	RZ00305	WZN5AA 4028
18	PF029	LC350AGPM	4320-01-337-7538	RZ00412	WZN5AA 4028
19	PF015	LC350AGPM	4320-01-337-7538	RZ00259	WZN5AA 4028
20	PF043	LC350AGPM	4320-01-337-7538	RZ00425	WZN5AA 4028
21	PF021	LC350AGPM	4320-01-337-7538	RZ00409	WZN5AA 4028
22	PF055	LC350AGPM	4320-01-337-7538	RZ00410	WZN5AA 4028
23	PF001	LC350AGPM	4320-01-337-7538	RZ00434	WZN5AA 4028
24	PF056	LC350AGPM	4320-01-337-7538	RZ00330	WZN5AA 4028
25	PF047	LC350AGPM	4320-01-337-7538	RZ00253	WZN5AA 4028
26	PF025	LC350AGPM	4320-01-337-7538	RZ00205	WZN5AA 4028
27	PF048	LC350AGPM	4320-01-337-7538	RZ00214	WZN5AA 4028
28	PF036	LC350AGPM	4320-01-337-7538	RZ00406	WZN5AA 4028
29	PF054	LC350AGPM	4320-01-337-7538	RZ00417	WZN5AA 4028
30	PF21	LC350AGPM	4320-01-337-7538	RZ00306	WZN5AA 4028
31	PF051	LC350AGPM	4320-01-337-7538	RZ00281	WZN5AA 4028
32	PF053	LC350AGPM	4320-01-337-7538	RZ00402	WZN5AA 4028
33	PF012	LC350AGPM	4320-01-337-7538	RZ00405	WZN5AA 4028
34	PF035	LC350AGPM	4320-01-337-7538	RZ00415	WZN5AA 4028
35	PF017	LC350AGPM	4320-01-337-7538	RZ00212	WZN5AA 4028
36	PF052	LC350AGPM	4320-01-337-7538	RZ00437	WZN5AA 4028
37	PF046	LC350AGPM	4320-01-337-7538	RZ00422	WZN5AA 4028
38	PF104	PAFN350	4320-01-437-3161	PAFN350-2192	WZN5AA 4028
39	PF221	PAFN350	4320-01-337-3161	171	WZN5AA 4028
40	QMP112	LC350GPM	4320-01-259-5965	RZ00251	WZN5AA 4028
41	PF016	LC350AGPM	4320-01-337-7538	RZ00246	WZN5AA 4028
42	PF107	LC350AGPM	4320-01-337-7538	RZ00413	WZN5AA 4028

*** END OF NARRATIVE C 002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

Libby Power Systems, LLC

5225 West 40 Highway, Building 3

Blue Springs, MO 64015

POC: Bob Garrett

Phone: (816) 220-3699

SUBCONTRACTOR'S PLANT: N/A

[End of Clause]

E-4	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

Name of Offeror or Contractor: LIBBY POWER SYSTEMS, LLC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG		JOB				
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION		ORDER	ACCOUNTING	OBLIGATED
						NUMBER	STATION	AMOUNT
0001AB	EH5RS902EH 123207NB000 B14LUX123NMC	AA	1	21	42220000046D8030P12320725AB	S20113	4LUNBR W56HZV	\$ 388,500.00
0001AC	EH5RS902EH 123207NB000 B14LUX123NMC	AA	1	21	42220000046D8030P12320725AB	S20113	4LUNBR W56HZV	\$ 110,460.00
							TOTAL	\$ 498,960.00
SERVICE							ACCOUNTING	OBLIGATED
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		STATION		AMOUNT	
Army	AA		21	42220000046D8030P12320725AB	S20113	W56HZV	\$ 498,960.00	
							TOTAL	\$ 498,960.00

	Regulatory Cite	Title	Date
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-3	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-6	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-7	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/			
(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)			
(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:			
Warren: http://contracting.tacom.army.mil/awd.htm			
Rock Island: http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm			
Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm			
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards			
Anniston Army Depot: http://www.anadprocnet.army.mil/			
(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.			
(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".			
(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.			
(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm			
(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.			

[End of Clause]

H-8	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:			
(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil			
(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.			

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In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]
H-9 ESTIMATED COST AND APPROVAL - CONTRACTOR REQUIRED APPROVAL AUTHORITY

As set forth in CLIN 0001AC of Section B, the Contractor is authorized to perform additional work effort at an estimated cost of \$2,630.00 for each pump specified at C.1.1 herein. Accordingly, for any work beyond that amount, the Contractor must submit a request for approval of the same to the PCO. The Contracting Officer shall determine if the AWE is reasonable and acceptable and shall either approve or disapprove the request within 15 working days of receiving the request from the Contractor. Contractor performance of any AWE over the amount specified in CLIN 0001AC without specific approval of the contracting officer shall be at the Contractor's expense.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-33	52.232-1	PAYMENTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-43	52.242-13	BANKRUPTCY	JUL/1995
I-44	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-48	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999

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I-51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-54	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-55	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-56	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-57	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-58	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-59	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-60	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-61	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-62	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-63	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-64	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-65	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
(a) Definitions. As used in this clause--			
"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.			
"Commercial and Government Entity (CAGE) code" means-			
(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or			
(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."			
"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.			
"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.			
"Registered in the CCR database" means that-			
(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;			
(2) The Contractor's CAGE code is in the CCR database; and			
(3) The Government has validated all mandatory data fields and has marked the records "Active."			
(b)			
(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.			
(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.			
(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.			
(1) An offeror may obtain a DUNS number			
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/ ; or			
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.			
(2) The offeror should be prepared to provide the following information:			
(i) Company legal business name.			
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.			
(iii) Company physical street address, city, state and Zip Code.			
(iv) Company mailing address, city, state and Zip Code (if separate from physical).			
(v) Company telephone number.			
(vi) Date the company was started.			
(vii) Number of employees at your location.			
(viii) Chief executive officer/key manager.			
(ix) Line of business (industry).			
(x) Company Headquarters name and address (reporting relationship within your entity).			

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-C-T080 MOD/AMD</p>	<p align="right">Page 19 of 24</p>
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Name of Offeror or Contractor: LIBBY POWER SYSTEMS, LLC

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-66

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-67

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

JUL/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-T080 MOD/AMD</p>	<p style="text-align: center;">Page 20 of 24</p>
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Name of Offeror or Contractor: LIBBY POWER SYSTEMS, LLC

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c)
- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-68 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-69 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

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"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-70 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

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(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-71	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 - COMPLETE BILL OF MATERIAL REQUIRED NLT 30 DAYS AFTER CONTRACT COMPLETION	25-AUG-2004	001	
Exhibit B	CDRL A002 - INDIVIDUAL SOW CHECKLIST AND AWE REPORTS BE SUBMITTED TO PCO WITHIN 10 DAYS OF INSPECTION	25-AUG-2004	001	
Exhibit C	CDRL A003 - CONTRACTOR SHALL COMPILE AND PROVIDE MONTHLY STATUS REPORTS BY SERIAL NUMBER TO THE PCO	25-AUG-2004	001	
Attachment 001	ATTACHMENT 001 - PROCEDURE FOR PERFORMING THE "CORE WORK" AND DEVELOPING THE "AWE" LIST	25-AUG-2004	002	
Attachment 002	ATTACHMENT 002 - CD ROMS AND STATEMENT OF WORK CHECK LIST	25-AUG-2004	003	
Attachment 003	CONTRACTOR'S MANDATORY REPLACEMENT PARTS LIST	25-AUG-2004	001	

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM) FORM APPROVED OMB NO. 0704-0188

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 110 HOURS PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION OPERATIONS AND REPORTS, 1215 JEFFERSON DAVIS HIGHWAY, SUITE 1204, ARLINGTON, VA. 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR CONTRACT/PR NO. LISTED IN BLOCK E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:	
TDP		TM		OTHER	
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
350 GPM PUMP RESET					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A001		BILL OF MATERIAL			
4. AUTHORITY (DATA ACQUISITION DOCUMENT NO.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
C.1.3		AMSTR-LC-CJA			
7. DD250 REQ		9.DIST STATEMENT REQUIRED		10. FREQUENCY	
DD		A		AS REQD	
				SEE BLK 16	
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSIONS	
A		SEE BLK 16		SEE BLK 16	
14. DISTRIBUTION					
A. ADDRESSEE		B. COPIES			
AMSTA-LC-CJA		PAPER		E MAIL	
		CD-ROM			
MINUTES		0		1	
		0			
15. TOTAL:		0		1	
		0			

BLOCK 16:

REMARKS:

CDRL A001 REPRESENTS 350 GPM PUMPS

THE CONTRACTOR SHALL COMPILE AND PROVIDE A COMPLETE BILL OF MATERIALS (BOM NO LATER THAN 30 DAYS AFTER CONTRACT COMPLETION.

THE BOM SHALL BE SUBMITTED TO THE PRIMARY CONTRACTING OFFICER (PCO) VIA E-MAIL IN FORMAT COMPATIBLE WITH MICROSOFT WINDOWS.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
FRANK BOSLEY		LAURA GREGORY-MAIN	
EQUIPMENT SPECIALIST		TEAM LEADER	
AMSTA-LC-CJA	18 AUG 200	AMSTRA-LC-CJA	18 AUG 2004

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM) FORM APPROVED OMB NO. 0704-0188

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 110 HOURS PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION OPERATIONS AND REPORTS, 1215 JEFFERSON DAVIS HIGHWAY, SUITE 1204, ARLINGTON, VA. 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR CONTRACT/PR NO. LISTED IN BLOCK E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:	
TDP		TM		OTHER	
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
350 GPM PUMP RESET					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A002		SOW CHECK LIST			
4. AUTHORITY (DATA ACQUISITION DOCUMENT NO.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
C.1.3		AMSTR-LC-CJA			
7. DD250 REQ		9.DIST STATEMENT REQUIRED		10. FREQUENCY	
DD		A		AS REQD	
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSIONS	
A		SEE BLK 16		SEE BLK 16	
14. DISTRIBUTION					
A. ADDRESSEE		B. COPIES			
AMSTA-LC-CJA		PAPER		E MAIL	
MINUTES		0		1	
15. TOTAL:		0		1	

BLOCK 16:

CDRL A002 REPRESENTS 350 GPM PUMPS

THE CONTRACTOR SHALL COMPILE AND PROVIDE SOW CHECK LIST, FOUND AS ATTACHMENT 001, WITHIN 10 DAYS OF INSPECTION. THE ADDITIONAL WORK EFFORT (AWE) REPORTS SHALL BE PROVIDED WITHIN 10 DAYS OF DETERMINING AWE IS REQUIRED.

THE SOW CHECKLIST AND AWE REPORTS SHALL BE SUBMITTED TO THE PRIMARY CONTRACTING OFFICER (PCO) VIA E-MAIL) IN FORMAT COMPATIBLE WITH MICROSOFT WINDOWS.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
FRANK BOSLEY		LAURA GREGORY-MAIN	
EQUIPMENT SPECIALIST		TEAM LEADER	
AMSTA-LC-CJA	18 AUG 200	AMSTRA-LC-CJA	18 AUG 2004

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM) FORM APPROVED OMB NO. 0704-0188

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 110 HOURS PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION OPERATIONS AND REPORTS, 1215 JEFFERSON DAVIS HIGHWAY, SUITE 1204, ARLINGTON, VA. 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR CONTRACT/PR NO. LISTED IN BLOCK E.

A. CONTRACT LINE ITEM NO. TDP	B. EXHIBIT TM OTHER	C. CATEGORY:
D. SYSTEM/ITEM 350 GPM PUMP RESET	E. CONTRACT/PR NO.	F. CONTRACTOR
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM STATUS REPORTS	3. SUBTITLE
4. AUTHORITY (DATA ACQUISITION DOCUMENT NO.) C.1.3	5. CONTRACT REFERENCE AMSTR-LC-CJA	6. REQUIRING OFFICE
7. DD250 REQ DD	9. DIST STATEMENT REQUIRED A	10. FREQUENCY AS REQD
8. APP CODE A	11. AS OF DATE SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16
13. DATE OF SUBSEQUENT SUBMISSIONS SEE BLK 16		

14. DISTRIBUTION

A. ADDRESSEE AMSTA-LC-CJA	B. COPIES PAPER E MAIL CD-ROM
STATUS REPORTS:	0 1 0
FINAL STATUS REPORT:	0 1 0
15. TOTAL:	0 1 0

BLOCK 16:

REMARKS:

CDRL A003 REPRESENTS 350 GPM PUMPS

THE CONTRACTOR SHALL COMPILE AND PROVIDE MONTHLY STATUS REPORTS TO THE PCO. THE REPORTS WILL BE BROKEN DOWN BY SERIAL NUMBERS. THIS REPORT WILL INCLUDE AWE APPROVED AMOUNTS BROKEN DOWN BY LABOR AND MATERIAL.

THE CONTRACTOR SHALL COMPILE ALL MONTHLY STATUS REPORTS INTO A FINAL SUBMISSION AND PROVIDE THIS NO LATER THAN 30 DAYS AFTER THE CONTRACT'S COMPLETION.

THE STATUS REPORTS SHALL BE SUBMITTED TO THE PRIMARY CONTRACTING OFFICER (PCO) VIA E-MAIL) IN FORMAT COMPATIBLE WITH MICROSOFT WINDOWS.

G. PREPARED BY FRANK BOSLEY EQUIPMENT SPECIALIST AMSTA-LC-CJA	H. DATE 18 AUG 200	I. APPROVED BY LAURA GREGORY-MAIN TEAM LEADER AMSTRA-LC-CJA	J. DATE 18 AUG 2004
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PIIN/SIIN W56HZV-04-C-T080

MOD/AMD

ATT/EXH ID Exhibit C

PAGE 2

ATTACHMENT 001 PROCEDURE

Libby Power Systems will use the following procedure for performing the "core work" and to develop the "AWE" list.

1. Tracking paper work. The facility performing the repair will fill in the:
 - 1.1. Technician/Inspector's Name
 - 1.2. Technician/Inspector's Signature
 - 1.3. Military Tracking Information
 - 1.4. Manufacturer
 - 1.5. Model
 - 1.6. Serial Number
 - 1.7. Date Serviced
 - 1.8. Work Order Number
 - 1.9. Recommended Service Level
2. Initial check/inspection of Engine and Pump Assembly
 - 2.1. The Engine will be inspected for completeness and safe operation
 - 2.1.1. The engine shall be inspected for completeness
 - 2.1.2. The engine oil level shall be checked
 - 2.1.3. The engine drive belts shall be checked for safe operation
 - 2.1.4. The valves shall be adjusted per the manufactures specs.
 - 2.2. The pump assembly will be inspected for completeness and safe operation.
 - 2.2.1. The pump shall be inspected for completeness
 - 2.2.2. The pump shall be inspected through the clean-out plate
 - 2.2.3. The pump oil level shall be checked
 - 2.2.4. The pump shall be given a Hydrostatic test of 200 PSI for 5 min. to test/check for leaks.
3. Performance Checks of Engine and Pump Assembly
 - 3.1. The following adjustments and checks of the engine shall be made:
 - 3.1.1. The engine compression shall be checked and compared to engine specifications.
 - 3.1.2. The engine oil pressure shall be checked and compared to engine specifications.
 - 3.1.3. The engine and pump assembly shall be loaded to 350 GPM @ 275 ft of total head with 10 ft of suction lift for a minimum period of 10 minutes.
 - 3.1.3.1. The starter motor operation will be observed for normal operation
 - 3.1.3.2. At this time the Gauges, Indicators, and Lamps shall be checked for proper operation
 - 3.1.3.3. Battery charging Alternator operation shall be checked
 - 3.1.3.4. The shut down system shall be checked by tripping the Oil Pressure Switch and Fan Belt Switch independently
 - 3.1.3.5. Starting/Stopping switches and controls shall be checked for proper operation.
 - 3.2. If these checks indicate an Engine, Pump or Accessory item Overhaul/Replacement is recommended, an estimate for those repairs will be drawn up.
 - 3.3. If the engine/pump assembly is incomplete, unsafe or will not operate, the contractor will determine the cause(s), preparer a repair estimate report and submit it to the Contracting Officer regardless of the amount. If the repair estimate is \$250.00 or less, the Contractor is authorized to proceed with the repairs and continue with the remainder of the unit inspection. If the repair estimate exceeds \$250.00, the contractor shall get authorization from the Contracting Officer prior to starting repairs. If the contractor proceeds with the repairs prior to getting such authorization, the contractor does so at their own expense.
4. Electrical System: The technician will proceed with the checklist for as many of the items as possible listed below without repairing the electrical system in the process.
 - 4.1. The machine wiring harness will be visually inspected for cracks, corrosion, or damage
 - 4.2. Battery electrolyte level and specific gravity shall be checked
 - 4.3. Battery cables and battery boxes will be visually inspected for cracks, corrosion, or damage
5. Fuel System: The technician will proceed with the checklist for as many of the items as possible listed below without repairing the fuel system in the process.
 - 5.1. The fuel tank shall be inspected for signs of damage or leakage
 - 5.2. The fuel tank cap and strainer assembly shall be inspected for damage or corrosion

- 5.3. The interior of the fuel tank shall be inspected for foreign materials and/or corrosion
- 5.4. The fuel system valves shall be checked for damage and proper operation
- 5.5. The fuel system hoses shall be visually inspected for cracks, corrosion, or damage
- 5.6. The fuel filter/water separator shall be inspected for leakage or damage.

- 6. Running Gear and Lifting Frame: The technician will proceed with the checklist for as many of the items as possible listed below without repairing.
 - 6.1. The main frame shall be inspected for cracks, damage, or corrosion.
 - 6.2. Lifting frame and braces will be inspected for cracks, damage, or corrosion.
 - 6.3. Draw bar and chain will be inspected for cracks, damage or corrosion.
 - 6.4. Leveling jacks and chains will be inspected for cracks, damage or corrosion.
 - 6.5. Axle will be visually inspected for cracks, damage, or corrosion.
 - 6.6. Wheel bearings will be checked for excessive play and smooth/quiet operation.
 - 6.7. Wheels and lug nuts will be inspected for cracks, damage, corrosion, and proper torque requirements.

- 7. Recommended minimal repairs:
 - 7.1. The Contractor shall perform all services per Attachment 003, "Contractor's Mandatory Replacement Parts List."

- 8. Painting:
 - 8.1. Corrosion on painted parts shall be removed to clean
 - 8.2. Bare metal shall be pre-treated and primed
 - 8.3. Repaired areas shall be top coated with CARC paint
 - 8.4. Areas that reach 400 deg. F or more and flexible items such as hoses and belts shall not be CARC painted.
 - 8.5. Scratches in the muffler shall be touched up using high temperature black paint.

ATTACHMENT 002

CD-ROMS OF THE APPLICABLE ARMY TECHNICAL MANUALS ARE CONSIDERED PART OF ATTACHMENT 002.

STATEMENT OF WORK CHECK LIST

TECH NAME _____
TECH SIGNATURE _____
MILITARY TRACKING INFO. _____
EQUIPMENT MANUFACTURER _____

MODEL	SERIAL NO.	EQUIPMENT	DATE	WORK
NO.	NO.	HOURS	SERVICED	ORDER NO.

EXHAUST SYSTEM INSPECTION
MUFFLER
SPARK ARRESTOR
ENGINE MANIFOLD

AIR INTAKE SYSTEM INSPECTION
AIR CLEANER ASSY
HOSE AND ADAPTOR

ENGINE COOLING SYSTEM
BLOWER ASSY
ENGINE SHROUDS AND GUARDS

COMPRESSION TESTING
AND VALVE ADJUSTMENT OF ALL ENGINES
COMPRESSION BETWEEN 290 AND 406 PSI
VALVES ADJUSTED TO MAJUFACTURERS SPECS.

OIL PRESSURE CHECK OF ALL ENGINES
OIL PRESSURE IS PER MANUFACTURERS SPEC.

SPECIFY REPAIRS

PUMP ASSEMBLY
GAUGES AND HOSES
INSPECTION OF PUMP THROUGH INSPECTION PORT
(No Foreign Material or Contaminants)
SUCTION MANIFOLD AND VALVES
DISCHARGE MANIFORLD AND VALVES
PUMP DRIVE ASSY
MAIN HOUSING
PUMP OIL LEVEL CHECK

HYDROSTATIC TESTING
NO PUMP LEAKS AT 200PSI
NO MECHANICAL DAMAGE

SPECIFY REPAIRS

OPERATIONAL TEST
350 GPM @ 275 FT HEAD FOR 10 MINUTES
OPERATION NORMAL
NO UNUSUAL NOISE OR VIBRATION

PROTECTION DEVICES
OIL PRESSURE SWITCH
V BELT SWITCH

SPECIFY REPAIRRS

ELECTRICAL SYSTEM INSPECTION
WIRING HARNESS
GAUGES, INDICATORS AND LAMPS
STARTER
BATTERY CHARGING ALTERNATOR
BATTERIES AND CABLES
ENGINE SHUTDOWN SOLINOID
SWITCHES AND CONTROLS

SPECIFY REPAIRS

FUEL SYSTEM
FUEL TANK
CAP AND STRAINER
HOSES AND VALVES
WATER SEPARATOR
INJECTION PUMP AND LINES

SPECIFY REPAIRS

RUNNING GEAR INSPECTION
AXLE
TIRES
WHEELS AND LUGNUTS
BEARINGS
DRAWBAR AND CHAIN
LEVELING JACKS AND CHAINS
LIFITING FRAME AND BRACES
MAIN FRAME

SEPCIFY REPAIRS

SERVICE (REPLACE PER ATTACHMENT 003)

ENGINE OIL FILTER
ENGINE FUEL FILTER
ENGINE FUEL/WATER SEPARATOR
ENGINE AIR FILTER-PRIMARY
ENGINE AIR FILTER-SECONDARY
ENGINE OIL
PUMP OIL
BLOWER DRIVE BELT
ALTERNATOR DRIVE BELT

PAINT
CORROSION ON PAINTED PARTS REMOVED
BARE METAL PRE-TREATED AND PRIMED
REPAIRED AREAS TOP COATED CARC
400 DEG. F AREAS
AND FLEXIBLE ITIEMS NOT CARC PAINTED

SPECIFY REPAIRS

ATTACHMENT 003

CONTRACTOR'S MANDATORY REPLACEMENT PARTS LIST

ENGINE FUEL FILTER	PN117 4423
REPLACE WATER SEPARATOR ELEMENT	PN2000SM
ENGINE OIL FILTER ELEMENT	PN117 4418
ENGINE OIL	MIL-L-2104
PUMP OIL	MIL-L-2104
AIR INTAKE PRIMARY FILTER ELEMENT	P11-9539
AIR INTAKE SECONDARY FILTER ELEMENT	P11-9538

Any mandatory hardware, such as locking washers, will be replaced as necessary.